

MEL & LERAH PARKER  
PO BOX 609  
LIBBY, MT 59923  
PHONE 406-293-9705

---

Mr. Mike Cirian PE  
Remedial Project Manager  
EPA Information Center  
501 Mineral Ave.  
Libby, Mt 59923

May 3, 2006

Gentlemen:

A short history to help put the situation we have with you folks regarding the lack of Kentucky Blue Grass on our 16.2 acre tract below Hi-Way 37 on Rainy Creek, in perspective.

We left our property with basically nothing, in the spring of 2000 with a promise that the clean-up and restoration would be completed in six months, and we would be back on our land in October of 2000. However, WR Grace, refused to allow the EPA to have anything hauled up to the mine site in 2000 and it created a delay which prevented completion.

In 2001 the District Judge in Missoula overturned WR Grace's efforts not to have contaminated material hauled up to the mine site for disposal. Work continued but as the clean-up progressed more material than expected was removed and both Rainy Creek and the Kootenai River were now included in the project for both clean-up and restoration.

The clean-up (removal of all contaminated materials) was completed and under "Restoration" clean soil was brought in to replace what contaminated soil had been removed.

A) That clean soil was under contract and had definite specifications.

- These specs. were constantly being disregarded and in November of 2001 my wife and I shut down the hauling of clean soil to our property. MARCO, the primary contractors, then demobilized and shut down their operations for the winter months.

In June of 2002, **and this is very important folks**, CDM hired Harald Leindecker to oversee the testing of soil brought onto the property. Harald was a soil specialist and remained **on the site for the entire season**. He verified that specifications has blatantly been abused and after sampling those areas which had received clean soil he determined that no less than 11,000 cu/yards had to be removed from the property and replaced using soils that fell under the specifications of the contract. To put this situation into context they hauled out 1,100 dump truck loads and brought back in another 1,100 dump truck loads just to put the job at the same level it was in November of 2001. **This was truly a valuable loss of time and a very expensive cost to the project.**

During 2001 the replacement of rip rap on both the Kootenai River and Rainy Creek was in progress. This project was also under contract which had very specific specifications. The concerns on the Kootenai were addressed with no work stoppage and only the removal of the rip rap from the top of the bank along the Kootenai River on the south side of Rainy Creek produced a loss of time.

However, the placement of the rocks on Rainy Creek drew immediate comments in regard to size and placement. It was not being done to meet specifications! The job was, however, completed by the contractor and we were told by Volpe "That no revisions will be made to the specifications or the design drawings until we receive all the comment from you and your experts." During the winter of 2001 and 2002 the Rainy Creek drainage came under a ten year flood which caused the rocks, which were **not keyed in** to the stream bed as well as those rocks which were undersized to wash downstream in the spring runoff. In the spring of 2002 CDM sent a qualified engineer, Mr. Darrell Stordahl, to oversee the complete dismantling of the rip rap on Rainy creek and redoing it to the specifications which were a part of the original contract. Mr. Stordahl was on the job from start to finish and did an excellent job of stabilizing and reconstructing the integrity of the

creek over the long term. His continual presence on the site is once again a very important point to be made.

In Feb. of 2003 we received the Rainy Creek, Kootenai River bank and bench land Revegetation Specifications which we signed as being acceptable to both VOLPE and my wife and I after revisions were made. This plan is identified in the Reimbursement Agreement under Exhibit 3 under *heading I* outlined as Obligations of the EPA and *sub-heading D*

It is also included under the *heading VI* which deals with Modifications.

It states that "This agreement may be amended, modified, or terminated only by written instrument signed by both parties here to. No oral comment nor act or course of dealing shall be constructed to constitute an amendment, modification, or termination here of."

Gentlemen -

During the course of time which VOLPE has administered the contract for revegetation there have been continuous failures by both the revegetation contractor and the COTR to adhere to the specifications that come under the Rainy Creek and Kootenai River bank revegetation specifications dated Feb. 3/03.

At this point in times I would ask you to go over this plan and make your own determination.

I make specific reference to:

Page 2 item (B) ~~see~~ second sentence! The revegetation contractor-----  
-----.

Page- 3- 1.04 quality assurance (A)

- Quality assurance will be achieved through Continual oversight of the revegetation contractors work by the COTR and using the specifications provided herein.

Gentlemen:

An interesting combination of statistics has developed relating to the amount of seeds totally or even individually by species which was spread on 14.2 acres of the former Screening Plant below Hi-Way - 37 down to the Kootenai River.

The Feb. 03-2003 Rainy Creek and Kootenai River Bank Revegetation specifications states on page 18 3:15 Seed Establishment Period

- Sub heading "B"- Seeding Success/ Failure. That " A satisfactory stand of vegetation shall have a minimum of 10 grass seedlings per square foot." The bonus is that "The entire site (14.2 acres) must be re-seeded if more than 10% of the seeded area fails to meet the above criteria."

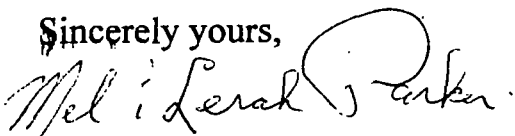
Did you know that if Mr. Macky, the revegetation contractor sowed all of the 1700 pounds of Polson Golf Course mixture on the 14.2 acres, based on the number of (viable) seeds per each of the three species per pound it would total out at 1,787,157,000 seedlings of grass?

Did you know that if none of the Kentucky Blue Grass germinated (2,561 seedlings/ sqft) you would still have 328 combined grass seedlings/ sqft of Perennial Rye grass and Fescue?

Did you know that if neither the Kentucky Blue Grass or the Fescue germinated and only 5 % of the Perennial Rye Grass germinated you would average out at 10 seedlings per sq. ft.

So it seem ridiculous to me to sow that many viable seeds and set a minimum of 10 seedlings/sq. ft. as an acceptable standard of establishment and feel good about the accomplishment.

Sincerely yours,



Mel and Lerah Parker